

SETTLEMENT AGREEMENT**between****The Washington State Human Rights Commission****and****WA State Dept. of Transportation**

HRC #: 34PD-0290-04-5

Filed: 11/1/04

The above-referenced complaint has been filed pursuant to Chapter 49.60 RCW, the Washington State Law Against Discrimination. The parties indicated above have entered into this agreement voluntarily and in full settlement of this complaint. This agreement will become effective upon approval by the Washington State Human Rights Commission.

I. OBLIGATIONS OF THE PARTIES

- A. In consideration of the Respondent's compliance in full with the terms of this agreement, the Human Rights Commission agrees to close this complaint. The parties agree that in the event of non-compliance, the Commission may proceed to investigate and prosecute this complaint as if this agreement did not exist. The parties agree that this release and closure of this complaint does not apply to any other complaints or matters of compliance that may be pending before the Commission.
- B. In exchange for the performance of obligations by the Commission, the Respondent will:
1. Change the protocols for all Rest Area Attendants with regard to approaching patrons with animals in common areas.
 2. Provide all Rest Area Attendants with an informational fact sheet concerning service animals and ensure their understanding of laws pertaining to service animals.
 3. Modify its existing Diversity Training Program for employees to include specific information regarding Guide/Service Animals.
 4. Modify signage at Rest Areas from the present "No Animals Allowed" language to "Only Guide and Service Animals Allowed."

- C. Further, Respondent agrees not to retaliate against or interfere with the Complainant, or any other person who participated in this proceeding, as a result of their exercise of any rights or privileges provided for in Chapter 49.60 RCW.
- D. The Respondent's signature on this document does not constitute an admission of any violation of Chapter 49.60 RCW. Furthermore, this agreement does not constitute a determination by the Commission that any violation of Chapter 49.60 RCW has or has not occurred.

II. ENFORCEMENT AND BREACH

- A. It is understood and agreed that the Commission may seek enforcement of this agreement pursuant to RCW 49.60.260. It is further understood and agreed that the Commission shall determine whether the Respondent(s) have fully complied with the terms of this agreement.
- B. In the event of a breach of this agreement, the Commission shall, upon receiving notice of such breach, send a written notice to the breaching party specifying the nature of the breach. The breaching party shall have fifteen days from receipt of the notice to remedy the breach. If the breach is not remedied within that time, the Commission may take action including, among other remedies, continuing its investigation or bringing an action in court for specific performance of this agreement.

III. ENTIRE AGREEMENT

This agreement comprises the entire agreement of the parties with respect to this complaint. No other agreement, statement, or promise made by any party with respect to this complaint, which is not included in this agreement, shall be binding or valid. The terms of this agreement may be modified or amended only by a written amendment signed by all of the parties and approved by the Washington State Human Rights Commission.

IV. SEVERABILITY

The provisions of this agreement are intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the validity of the remainder of the agreement will not be affected.

V. LAWS GOVERNING

This agreement shall be governed by the laws of the State of Washington and any question arising from the agreement shall be construed or determined according to such law.

VI. PUBLIC RECORD

This agreement is a public record and is subject to public disclosure or release.

VII. PARTIES BOUND

This agreement shall apply to and be binding upon the heirs, successors, agents, employees, and assignees of the parties.

VIII. OPPORTUNITY TO OBTAIN LEGAL ADVICE BEFORE SIGNING

All parties acknowledge that they have been advised to seek the advice of legal counsel of their own choosing and have had adequate opportunity to obtain such advice prior to signing this agreement.

The undersigned hereby acknowledge that they have read, understand and agree to the terms of this agreement and that they have the authority to sign this agreement on behalf of the indicated parties.

Don Hatcher April 20, 2005
RESPONDENT SOUTH CENTRAL REGION ADMINISTRATOR DATE

DAAM 4/22/05
EOC INVESTIGATOR/SPECIALIST DATE

[Signature] 4/22/05
DISTRICT MANAGER DATE